

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

J. TRANNY MITCHELL,
an individual, citizen of the State of Oklahoma,

Plaintiff,

vs.

STRAIT-FLEX INTERNATIONAL, INC., a
Missouri general business corporation,

and

**JOHN CONBOY d/b/a STRAIGHT-FLEX
INTERNATIONAL, INC.,** an individual citizen
of the State of Missouri,

Defendants.

Case No. 4:07-cv-1971

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW Plaintiff, and for his cause of action against defendants, states:

PARTIES

1. Plaintiffs J. Tranny Mitchell is a citizen of the State of Oklahoma.
2. Defendant Strait-Flex International, Inc. ("Strait-Flex") is a Missouri general business corporation with its principal place of business in St. Charles County, Missouri.
3. Defendant John Conboy ("Conboy") is a citizen of the State of Missouri, residing in (upon information and belief) St. Louis County, Missouri. Conboy is the owner and chief executive of Strait-Flex.
4. Conboy is the alter ego of Strait-Flex.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a)(1).
6. Venue is proper in this Court pursuant to 28 U.S.C. § 1395(a)(1) and (2).

COUNT ONE
BREACH OF CONTRACT

7. Attached hereto as Exhibit A, and incorporated herein by this reference, is a true and accurate copy of a document entitled "Employment Agreement," which was signed by plaintiff and Conboy on or about the date therein indicated.

8. Conboy signed the Employment Agreement as owner and chief executive of Strait Flex.

9. The Employment Agreement is a valid and enforceable contract.

10. At all relevant times plaintiff has been ready, willing and able to perform his obligations under the Employment Agreement, and did tender such performance, which tender was rejected by defendants.

11. Plaintiff has not breached any material term of the Employment Agreement.

12. Defendants have breached the Employment Agreement by failing to allow plaintiff to commence employment as called for in the Employment Agreement.

13. As a direct and proximate result of defendants' breach of the Employment Agreement, plaintiff has suffered monetary damages in excess of \$106,000.00 exclusive of interest and costs.

WHEREFORE, plaintiff respectfully requests that this Court enter judgment in his favor against defendants jointly and severally in an amount shown by the evidence that will compensate plaintiff for his injuries, not less than \$106,000.00, together with interest as allowed by law, plaintiff's costs herein expended and for such other and further relief as the Court shall deem just and proper.

/s/ Michael D. Quinlan

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